BILL NO. S-80-02-27

CITY OF FORT WAYNE, INDIANA

ORDINANCE NO. S-22-80

AN ORDINANCE AUTHORIZING THE ISSUANCE OF $900,000.00 ECONOMIC DEVELOPMENT REVENUE BONDS - SERIES A AND B (ALLEN ASSOCIATES THREE PROJECT) OF THE CITY OF FORT WAYNE, INDIANA, FOR THE PURPOSE OF FUNDING A LOAN TO ALLEN ASSOCIATES THREE IN ORDER TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN ECONOMIC DEVELOPMENT FACILITIES LOCATED WITHIN THE BOUNDARIES OF THE COUNTY OF ALLEN, NEAR THE CITY FOR USE BY ALLEN ASSOCIATES THREE AND LEASED TO THE PRUDENTIAL INSURANCE COMPANY OF AMERICA; AUTHORIZING EXECUTION OF THE LOAN AGREEMENT, MORTGAGE AND SECURITY AGREEMENT; APPROVING THE FORMS OF THE FIRST MORTGAGE NOTE - SERIES A, PROMISSORY NOTE - SERIES B, AND THE COLLATERAL ASSIGNMENT OF RENTS AND APPROVING THE FORMS OF THE LEASE, THE LESSEE'S STATEMENT AND CONSENT TO ASSIGNMENT, THE MORTGAGOR'S AFFIDAVIT, BUY-SELL AGREEMENT, AFFIDAVIT IN REGARD TO PAYMENT FOR PERSONAL PROPERTY, RE-ASSIGNMENT OF ASSIGNMENT OF RENTS AND ASSIGNMENT OF LOAN AGREEMENT AND SECURITY AGREEMENT; AND AUTHORIZING THE TERMS AND SALE OF SAID BONDS

WHEREAS, the City of Fort Wayne, Indiana (hereinafter called the "City"), is a municipal corporation and political subdivision of the State of Indiana and by virtue of IC 18-6-4.5, inclusive, as amended (hereinafter called the "Act") is authorized and empowered to make direct loans to a developer for the acquisition and construction of economic development facilities to overcome insufficient employment opportunities and insufficient diversification of industry in and near the City and to promote the general economic welfare of the area in and near the City and to issue its economic development revenue bonds to pay all costs of acquisition or construction of such economic development facilities, including engineering fees, legal fees, all other expenses related thereto during construction, and the costs of issuing the bonds, and to secure said bonds by receiving a mortgage and a collateral assignment of rents on such facilities and notes of the developer of the facilities; and

WHEREAS, Allen Associates Three (the "Developer") is a limited partnership duly organized and existing under the laws of the State of Indiana, with its principal office in Fort Wayne, Indiana, and duly qualified to conduct business in the State of Indiana; and

WHEREAS, The Prudential Insurance Company of America, (the "User") is a corporation duly organized and existing under the laws of the State of New Jersey, with its principal place of business in Essex County, New Jersey, and duly qualified to conduct business in the State of Indiana; and

WHEREAS, the Developer has agreed to acquire and construct economic development facilities near the limits of the City and within the limits of the County of Allen, lease the facilities to the User and thereby create new employment opportunities and provide diversification of economic development in and near the area of the City, and make payments on the notes evidencing its loan obligations in an amount or amounts sufficient to pay the principal of, premium, if any, and interest on the economic development revenue bonds hereinafter authorized; and

WHEREAS, the Common Council of the City (the "Council") has heretofore, by Ordinance NoS-19-72 and pursuant to the Act, created the Fort Wayne Economic Development Commission (the "Commission") and the members of the Commission have been duly appointed and qualified pursuant to law and the Commission has organized and undertaken the duties imposed upon it by the Act and has found by written resolution No. R-52-79, dated September 7, 1979, that because of existing insufficient employment opportunities and insufficient diversification of industry, the economic welfare of the City would be benefited by financing the acquisition of economic development facilities for and on behalf of the Developer; and

WHEREAS, the Council has heretofore, by Resolution No. R-52-79, dated September 11, 1979, induced the Developer to make acquisitions and to undertake construction of economic development facilities within the limits of the County of Allen, near the City; and

WHEREAS, the Commission has, by resolution, approved a report estimating the public services which would be made necessary or desirable, and the expense thereof, the number of jobs, the estimated payroll on account of the acquisition of the economic development facilities and the cost of the economic development facilities and has submitted such report to the Allen County Planning Commission, the planning agency with jurisdiction over the economic development facilities; and

WHEREAS, after giving notice in accordance with the Act, the Commission held on February 21, 1980, a public hearing on the proposed financing and thereafter adopted a resolution finding the proposed financing complies with the purposes and provisions of the Act and will be of benefit to the health and welfare of the City and the County of Allen and their citizens, and approving the financing and the final form and terms of the proposed financing and authorizing the issuance by the City of $900,000.00 principal amount of Economic Development Revenue Bonds - Series A (the "Series A Bond") and Series B (the Series B Bond) (Allen Associates Three Project) (the "Bonds") payable solely from the sources, having such terms and provisions as provided herein and secured as provided by a Loan Agreement, Mortgage and Security Agreement between the City, the Developer and Anthony Wayne Bank ("Anthony Wayne") and Allen State Bank ("Allen Bank"), the proposed bond purchasers (collectively the "Bondholders") (the "Agreement"); a First Mortgage Note - Series A (the "Series A Note") and a Promissory Note - Series B (the "Series B Note") of the Developer (the "Notes"); a

Collateral Assignment of Rents of the Developer (the "Assignment of Rents"); a Lease between Developer, as lessor, and the User, as lessee (the "Lease"); a Buy-Sell Agreement to be executed by Anthony Wayne and Metropolitan Life Insurance Company ("Metropolitan") (the "Buy-Sell Agreement"); an Affidavit in Regard to Payment for Personal Property of Developer (the "Personal Property Affidavit"); the Mortgagor's Affidavit of Developer (the "Mortgagor's Affidavit"); the Re-Assignment of Assignment of Rents of Anthony Wayne to Metropolitan (the "Re-Assignment"); an Assignment of Loan Agreement, Mortgage and Security Agreement of Anthony Wayne to Metropolitan ("Assignment of Loan Agreement"); and a Lessee's Statement and Consent to Assignment from the User (the "Lessee's Statement"), which resolution and other instruments and information pertaining to the proposed financing have been transmitted to the Council by the Secretary of the Commission;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

Section 1. Public Benefits. The Council hereby finds and determines that the real estate, interests in the real estate, other improvements thereon and other machinery and equipment (the "Project") to be acquired and constructed with the proceeds of the Bonds herein authorized as "economic development facilities" as that phrase is used in the Act and acquisition and construction of the Project will increase employment opportunities and increase diversification of economic development in and near the City, will improve and promote the economic stability, development and welfare of the area in and near the City and will encourage and promote the expansion of industry, trade and commerce in the area in and near the City and the location of other new economic development facilities in such area and will be of benefit to the

health and welfare of the City and the County of Allen and their citizens and complies with the purposes and provisions of the Act.

Section 2. Authorization of $900,000.00 Economic Development Revenue Bonds. In order to pay the cost of acquiring and constructing the Project, there is hereby authorized to be issued, sold and delivered the Bonds in aggregate principal amount of $900,000.00. It is hereby recognized that pursuant to the terms of the Agreement, any balance of the cost of the Project will be paid for by the Developer.

Section 3. Terms for the Bond. The total principal amount of the Bonds is hereby expressly limited to $900,000.00. The City shall issue and sell the Bonds to the Bondholders. The terms of the Bonds shall be such as are set forth in the forms of the Bonds which are as follows:

UNITED STATES OF AMERICA
STATE OF INDIANA
COUNTY OF ALLEN

THE CITY OF FORT WAYNE, INDIANA
Economic Development Revenue Bond - Series A
(Allen Associates Three Project)

$675,000.00

The City of Fort Wayne, Indiana, a municipal corporation organized and existing under the laws of the State of Indiana (hereinafter referred to as "Issuer"), for value received, promises to pay from the source and as hereinafter provided, Anthony Wayne Bank, at its principal office in Fort Wayne, Indiana ("Anthony Wayne"), on or before July 1, 1995,the principal amount of the Six Hundred Seventy-five Thousand Dollars ($675,000.00) with interest on the outstanding principal balance existing from time to time thereon at a rate of eight and three-fourths percent (8-3/4%) per annum from the date hereof until paid, interest only payments commencing on the first day of _____, 1980, and on the first day of each calendar month thereafter until regular monthly installments of principal and interest begin and principal and interest being payable in payments of Five Thousand Five Hundred Fifty-two Dollars ($5,552.00) per month on the first day of each calendar month commencing on September 1, 1980, and continuing until maturity. Any remaining principal and interest shall be paid at maturity. Payments shall be applied first to interest and

then to principal. Both principal of and interest on this Bond shall be payable in lawful money of the United States of America. The principal and the interest on this Bond are payable by check or draft mailed to the registered owner hereof at his address designated above, or at such other address designated in writing by the owner to Issuer. The default rate of interest and late charge provided in the hereinafter described Series A Note shall be the default rate of interest and late charge under this Bond.

This Series A Bond has been issued in the aggregate principal amount of Six Hundred Seventy-five Thousand Dollars ($675,000.00) under the hereinafter described Loan Agreement, Mortgage and Security Agreement, pursuant to which this Bond has been issued for the purpose of providing funds to finance, in whole or in part, the cost of acquiring real estate and acquiring and installing equipment and personal property and the cost of constructing improvements on said real estate (such real estate, equipment, personal property and improvements being hereinafter called the "Project"), and paying expenses incidental thereto, so as to increase employment and promote diversification of economic development in and near Fort Wayne, Indiana.

The proceeds of this Bond will be loaned by Issuer to ALLEN ASSOCIATES THREE, a limited partnership organized and existing under and by virtue of the laws of the State of Indiana (hereinafter referred to as the "Company"), under the terms of a Loan Agreement, Mortgage and Security Agreement, dated as of even date by and among Issuer, Anthony Wayne, Company and The Allen State Bank (which Agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement"), and Company has issued the Series A Note (as defined in the Agreement) dated as of even date as security for its obligation to repay such loan and the other obligations to be performed pursuant to the Agreement.

If a determination shall have been made that interest on this Bond is subject to federal income taxes as a result of any action or inaction on the part of the Company, the rate of interest on the Series A Note and on this Bond during any period in which the interest is deemed taxable shall be ten and three-fourths percent (10-3/4%) per annum (rather than eight and three-fourths percent (8-3/4%) per annum) while the Series A Note is not in default and eighteen percent (18%) per annum (rather than fifteen percent (15%) per annum) while there is a default under the Series A Note.

This Bond is issued under and entitled to the security of the Agreement.

Reference is made to the Agreement and to all amendments supplemental thereto for a description of the property in which security interests are granted, and provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of Issuer and Company, the rights of the holder of this Bond, and to all the provisions of which the holder hereof by the acceptance of this Bond assents.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal office of Issuer in Fort Wayne, Indiana.

This Bond is callable for redemption in the event (i) Company shall exercise its option to prepay the Series A Note as provided in subsection 9.1(a) of the Agreement, or (ii) Company shall be obligated to make prepayment of the Series A Note as provided in subsection 9.1(b) or Section 9.2 of the Agreement. If the Series A Note is prepaid pursuant to subsection 9.1(a) of the Agreement, the redemption price for this Bond will be 100% of the principal amount thereof plus accrued interest to the date of redemption, plus, in case the prepayment is made after August 1, 1992, three percent (3%) of the prepayment, which prepayment fee percentage shall decline by one-half of one percent (1/2%) during each one year period thereafter. If the Series A Note is prepaid pursuant to subsection 9.1(b) or Section 9.2 of the Agreement, this Bond shall be subject to redemption on the immediately succeeding installment payment date, in whole or (in the case of prepayment pursuant to subsection 9.1(b) of the Agreement) in part as provided in the Agreement. If the Series A Note is prepaid pursuant to subsection 9.1(b) or pursuant to Section 9.2 of the Agreement, the redemption price for this Bond will be 100% of the principal amount thereof plus accrued interest to the date of redemption.

In the event this Bond, or portions thereof, are called for redemption as aforesaid, notice thereof identifying this Bond, or portions thereof, to be redeemed will be given by mailing a copy of the redemption notice by registered or certified mail at least thirty days prior to the date fixed for redemption to the registered owner of this Bond, or portion thereof, to be redeemed at the address shown on the registration books.

This Bond, or portions thereof, so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time.

This Bond is issued pursuant to and in full compliance with the constitution and laws of the State of Indiana, particularly Title 18, Article 6, Chapter 4.5 of the Indiana Code, and pursuant to an Ordinance adopted and approved by the Common Council of The City of Fort Wayne, Indiana, which Ordinance authorizes the execution and delivery of the Agreement and this Bond. This Bond is a limited obligation of Issuer and is payable solely from the revenues and other amounts derived from the Series A Note and Agreement and otherwise as provided in the Agreement. This Bond does not now and shall never constitute a charge against the general credit or taxing powers of The City of Fort Wayne, Indiana.

Pursuant to the provisions of the Agreement, payments on the Series A Note sufficient for the prompt payment when due of the principal of, premium, if any, and interest on this Bond are to be paid by Issuer and deposited in a special account created by Issuer with the holder of this Bond and designated "The City of Fort Wayne, Indiana, Economic Development Revenue Bond Fund - Series A - Allen Associates Three Project", and such payments have been duly pledged for that purpose.

The holder of this Bond shall have the right to enforce the provisions of the Agreement and to institute action to enforce the covenants therein, or to take any action with

respect to any event of default under the Agreement, and to institute, appear in or defend any suit or other proceedings with respect thereto, as provided in the Agreement. In certain events, on the conditions, in the manner and with the effect set forth in the Agreement, the principal of this Bond then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED, that all acts, conditions and things required to exist, happen and be performed precedent to the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; and that the issuance of this Bond and the issue of which it forms a part, together with all other obligations of Issuer does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, The City of Fort Wayne, Indiana, has caused this Bond to be issued and executed in its corporate name by the signature of its duly elected, qualified, and acting Mayor, and attested by the signature of the Clerk-Treasurer, and its corporate seal to be hereunto affixed, imprinted, impressed or otherwise reproduced hereon, effective all as of the 1st day of _____, 1980.

THE CITY OF FORT WAYNE, INDIANA

By_____
, Mayor

(SEAL)
ATTEST:

_____
Clerk-Treasurer

Assignment

For Value Received _____ hereby sell(s), assign(s) and transfer(s) unto

_____ _____
(Please print or type name and address including postal zip code of transferee) (Taxpayer I.D. Number of assignee)

the within Bond, together with accrued interest thereon and all right, title and interest thereto, and hereby irrevocably authorize(s) and appoint(s) _____ attorney to transfer such Bond on the books of the within named Issuer with full power of substitution.

Dated _____

_____L.S.

UNITED STATES OF AMERICA
STATE OF INDIANA
COUNTY OF ALLEN

THE CITY OF FORT WAYNE, INDIANA
Economic Development Revenue Bond - Series B
(Allen Associates Three Project)

$225,000.00

The City of Fort Wayne, Indiana, a municipal corporation organized and existing under the laws of the State of Indiana (hereinafter referred to as "Issuer"), for value received, promises to pay from the source and as hereinafter provided, Allen State Bank ("Allen Bank"), at its principal office in Fort Wayne, Indiana, on or before _____, 1990, the principal amount of the Two Hundred Twenty-five Thousand Dollars ($225,000.00) with interest on the outstanding principal balance existing from time to time thereon at a rate of nine and three-fourths percent (9-3/4%) per annum from the date hereof until paid, principal and interest being payable in payments of Two Thousand One Hundred Thirty-four Dollars and Twenty Cents ($2,134.20) per month on the first day of each calendar month commencing on _____, 1980, and continuing until maturity. Any remaining principal and interest shall be paid at maturity. Payments shall be applied first to interest and then to principal. Both principal of and interest on this Bond shall be payable in lawful money of the United States of America. The principal and the interest on this Bond are payable by check or draft mailed to the registered owner hereof at his address designated above, or at such other address designated in writing by the owner to Issuer. The default rate of interest and late charge provided in the hereinafter described Series B Note shall be the default rate of interest and late charge under this Bond.

This Series B Bond has been issued in the aggregate principal amount of Two Hundred Twenty-five Thousand Dollars ($225,000.00) under the hereinafter described Loan Agreement, Mortgage and Security Agreement, pursuant to which this Bond has been issued for the purpose of providing funds to finance, in whole or in part, the cost of acquiring real estate and acquiring and installing equipment and personal property and the cost of constructing improvements on said real estate (such real estate, equipment, personal property and improvements being hereinafter called the "Project"), and paying expenses incidental thereto, so as to increase employment and promote diversification of economic development in and near Fort Wayne, Indiana.

The proceeds of this Bond will be loaned by Issuer to ALLEN ASSOCIATES THREE, a limited partnership organized and existing under and by virtue of the laws of the State of Indiana (hereinafter referred to as the "Company"), under the terms of a Loan Agreement, Mortgage and Security Agreement, dated as of even date by and among Issuer, Allen Bank, Company and Anthony Wayne Bank (which Agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement"), and Company has issued the Series B Note (as defined in the Agreement) to Issuer as security for its obligation to repay such loan and the other obligations to be performed pursuant to the Agreement.

If a determination shall have been made that interest on this Bond is subject to federal income taxes as a result of any action or inaction on the part of the Company, the rate of interest on the Series B Note and on this Bond during any period in which the interest is deemed taxable shall be eleven and three-fourths percent (11-3/4%) per annum (rather than nine and three-fourths percent (9-3/4%) per annum) while the Series B Note is not in default and eighteen percent (18%) per annum (rather than fifteen percent (15%) per annum) while there is a default under the Series B Note.

This Bond is issued under the Agreement.

Reference is made to the Agreement and to all amendments supplemental thereto for a description of the rights, duties and obligations of Issuer and Company, the rights of the holder of this Bond, and to all the provisions of which the holder hereof by the acceptance of this Bond assents.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal office of Issuer in Fort Wayne, Indiana.

This Bond is issued pursuant to and in full compliance with the constitution and laws of the State of Indiana, particularly Title 18, Article 6, Chapter 4.5 of the Indiana Code, and pursuant to an Ordinance adopted and approved by the Common Council of The City of Fort Wayne, Indiana, which Ordinance authorizes the execution and delivery of the Agreement and this Bond. This Bond is a limited obligation of Issuer and is payable solely from the revenues and other amounts derived from the Series B Note and Agreement and otherwise as provided in the Agreement. This Bond does not now and shall never constitute a charge against the general credit or taxing powers of The City of Fort Wayne, Indiana.

Pursuant to the provisions of the Agreement, payments on the Series B Note sufficient for the prompt payment when due of the principal of, premium, if any, and interest on this Bond are to be paid by Issuer and deposited in a special account created by Issuer with the holder of this Bond and designated "The City of Fort Wayne, Indiana, Economic Development Revenue Bond Fund - Series B - Allen Associates Three Project", and such payments have been duly pledged for that purpose.

The holder of this Bond shall have the right to enforce the provisions of the Agreement and to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Agreement, and to institute, appear in or defend any suit or other proceedings with respect thereto, as provided in the Agreement. In certain events, on the conditions, in the manner and with the effect set forth in the Agreement, the principal of this Bond then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED, that all acts, conditions and things required to exist, happen and be performed precedent to the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; and that the issuance of this Bond

and the issue of which it forms a part, together with all other obligations of Issuer does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, The City of Fort Wayne, Indiana, has caused this Bond to be issued and executed in its corporate name by the signature of its duly elected, qualified, and acting Mayor, and attested by the signature of the Clerk-Treasurer, and its corporate seal to be hereunto affixed, imprinted, impressed or otherwise reproduced hereon, effective all as of the 1st day of _____, 1980.

THE CITY OF FORT WAYNE, INDIANA

By_____
, Mayor

(SEAL)
ATTEST:

_____
Clerk-Treasurer

Assignment

For Value Received _____ hereby sell(s), assign(s) and transfer(s) unto

_____ _____
(Please print or type name and address including postal zip code of transferee) (Taxpayer I.D. Number of assignee)

the within Bond, together with accrued interest thereon and all right, title and interest thereto, and hereby irrevocably authorize(s) and appoint(s) _____ attorney to transfer such Bond on the books of the within named Issuer with full power of substitution.

Dated _____

_____L.S.

The Bonds are limited obligations of the City, payable solely from payments of principal, premium, if any, and interest made by the Developer on the Notes, except to the extent that the principal of, premium, if any, and interest on the Bonds may be paid out of money attributable to Bond proceeds or from temporary investments, or from other moneys, if any, accruing for the benefit of the Bondholders. The Notes and Agreement shall secure the Bonds as provided in the Agreement. Payments

by the Developer on the Notes shall be used by the Bondholders to make a like payment of principal, premium, or interest on, the Bonds.

The City will assign to Anthony Wayne the City's rights under the Agreement and the Series A Note and Assignment of Rents, including the right of the City to receive the Series A Note and to receive payments thereunder, all as security for the payment of the Series A Bond. The City will assign to Allen Bank the Series B Note, including the right of the City to receive the Series B Note and to receive payments thereunder. The Bonds will be secured as provided in the Agreement and the Assignment of Rents and the terms of said instruments are adopted herein by reference.

The Notes and the foregoing documents will constitute the sole security for the Bonds. The Bonds and the interest thereon shall be a valid claim of the holders only against the Bond Funds and the Construction Fund created under the Agreement and other moneys and security actually or constructively held by the Bondholders pursuant to the Agreement. The City will have no ownership interest in the Project, and the Bonds will not be secured by any other mortgage or other security interest in the Project or in any other property of the Developer.

The Bonds do not and shall never constitute an indebtedness of, or a charge against the general credit or taxing power of the City.

Section 4. Sale of the Bonds. The Mayor of the City and the Clerk-Treasurer of the City are hereby authorized and directed to sell the Bonds to Bondholders, at a price of par, plus accrued interest from the first day of the month during which the Bonds are delivered, to the date of delivery of the Bonds and upon such other terms as are provided in the Agreement. The Bonds shall be executed on behalf of the City

with the manual or facsimile signature of the Mayor, and shall have affixed, impressed, imprinted or otherwise reproduced thereon the corporate seal of the City or a facsimile thereof and attested by the manual or facsimile signature of its Clerk-Treasurer. All authorized facsimile signatures shall have the same force and effect as if manually signed. In case any official of the City whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery. In the event the Bonds are mutilated, lost, stolen or destroyed, the City may execute and deliver new bonds of like date, maturity and denomination; provided that, in the case the Bonds are mutilated, the Bonds shall first be surrendered to the City, and in the case the Bonds are lost, stolen or destroyed, there shall be first furnished to the City evidence of such loss, theft or destruction satisfactory to the City, together with any indemnity satisfactory to it. In the event the Bonds shall have matured, instead of issuing duplicate Bonds, the City may pay the same without surrender thereof. The City may charge the holder or owner of the Bonds with its reasonable fees and expenses in this connection.

Section 5. Approval of Form of Financing Agreement. The final forms of the Agreement, Series A Note, Series B Note, Assignment of Rents, Lease, Buy-Sell Agreement, Personal Property Affidavit, Mortgagor's Affidavit, Re-Assignment, Assignment of Loan Agreement and Lessee's Statement, heretofore approved by the Commission, and all other documents referred to herein, are hereby approved, and all such documents (herein collectively referred to as the "Financing Agreement" referred to in IC 18-6-4.5), shall be incorporated herein by reference

and shall be inserted in the minutes of the Council and kept on file by the Clerk-Treasurer. The City hereby convenants to comply with all obligations to be performed by the City pursuant to the Financing Agreement.

Section 6. Execution of Financing Agreement. The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the documents constituting the Financing Agreement approved herein on behalf of the City and any other document which may be necessary or desirable to consummate the transaction, including the Bond herein authorized. The signatures of the Mayor and Clerk-Treasurer may be facsimile signatures. The Clerk-Treasurer is authorized to arrange for delivery of the Bonds to the Bondholders.

Section 7. Binding Contract. The provisions of this Ordinance and the Agreement shall collectively constitute a contract binding between the City and the Bondholders and after the issuance of the Bonds this Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the holders of the Bonds so long as the Bonds remain unpaid.

Section 8. Binding Effect. This Ordinance shall be in full force and effect from and after its passage and signing by the Mayor.

Passed and adopted this ____ day of February, 1980.

CITY OF FORT WAYNE

Councilperson

Approved as to form
and legality

John E. Hoffman

Read the first time in full and on motion by Stier, seconded by Eisbart, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ~~, the~~ day of , 19 , at o'clock M.,E.S.T.

DATE: 2-26-80

CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Stier, seconded by Eisbart, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9	0			
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
SCHOMBURG	✓				
STIER	✓				
TALARICO	✓				

DATE: 3-11-80

CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-22-80

on the 11th day of March, 19 80.

ATTEST: (SEAL)

CHARLES W. WESTERMAN - CITY CLERK

Vivian H. Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of March, 19 80, at the hour of 3:40 o'clock P M.,E.S.T.

CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 13th day of March 19 80, at the hour of 9 o'clock A M.,E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-02-27

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN ORDINANCE AUTHORIZING THE ISSUANCE OF $900,000.00 ECONOMIC DEVELOPMENT REVENUE BONDS - SERIES A AND B (ALLEN ASSOCIATES THREE PROJECT) OF THE CITY OF FORT WAYNE, INDIANA FOR THE PURPOSE OF FUNDING A LOAN TO ALLEN ASSOCIATES THREE IN ORDER TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN ECONOMIC DEVELOPMENT FACILITIES

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

JAMES S. STIER, CHAIRMAN

MARK GiaQUINTA, VICE CHAIRMAN

BEN EISBART

PAUL M. BURNS

DONALD J. SCHMIDT

3-11-80
DATE

CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK